

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

MARIE CHANTALE JOSEPH,

Plaintiff(s),

-against-

AFFIDAVIT IN SUPPORT OF  
MOTION TO DISMISS  
PURSUANT TO FED. R. CIV. P.  
12(b)(1) and 12(b)(6)

NORTHWOOD GROUP, LLC, CENTURY 21  
WOLFF & SON BUSINESS BROKERS INC.,  
FREMONT INVESTMENT & LOAN, WILNER  
LUCTAMAR, SG AMERICAS SECIRUITIES, GMAC  
MORTGAGE, XYZ CORPORATION, (said name  
being fictitious, it being the intention of Plaintiff to  
designate any corporation having a legal interest in  
Plaintiff's mortgages), DOES 1-10, (said name being  
fictitious, it being the intention of Plaintiff to  
designate any individual or corporation responsible  
in some manner for the injuries sustained by  
Plaintiff),

Case No.: 08-CV-3644  
(SCR)

Defendant(s).

---

STATE OF NEW YORK            )  
  )       ss.:  
COUNTY OF WESTCHESTER    )

Kenneth J. Flickinger, Esq., being duly sworn, deposes and says:

1. I am an associate in the law firm of Knuckles & Komosinski P.C., counsel for defendant FREMONT INVESTMENT & LOAN in the above-captioned matter and I am fully familiar with the facts and proceeding of this action. This Affidavit is submitted in support of defendant FREMONT INVESTMENT & LOAN Motion to Dismiss the Complaint with prejudice.

2. The reasons why the within motion to dismiss the complaint should be granted are set forth in the accompanying Memorandum of Law. The exhibits offered in support of the motion are listed below.

3. Annexed hereto as **Exhibit A** is a copy of a fully executed contract of sale between Terry and Wilma Tolbert as sellers and Innocent Augustin and Marie Chantel Joseph as purchasers.

4. Annexed hereto as **Exhibit B** is a copy of the residential loan application submitted to defendant Fremont Investment & Loan by Defendant Northwood Group, LLC on behalf of Plaintiff.

5. Annexed hereto as **Exhibit C** are copies of the Notes executed by Plaintiff evidencing obligations to Fremont Investment & Loan in the amounts of \$420,00.00 and \$78,750.00, respectively.


6. Annexed hereto as **Exhibit D** are copies of the Mortgages executed by Plaintiff as security for repayment of the obligations to Fremont Investment & Loan in the amounts of \$420,000.00 and \$78,750.00, respectively.

7. Annexed hereto as **Exhibit E** is a copy of Plaintiff's initial complaint to the U.S. Department of Housing and Urban Development.

WHEREFORE, it is respectfully submitted that FREMONT INVESTMENT & LOAN 's motion should be granted in its entirety.

  
KENNETH J. FLICKINGER, ESQ. (KJ-1179)

Sworn to before me this 16<sup>th</sup> day of  
May, 2008

  
Notary Public JOSEPH A. SCUTIERI  
Notary Public, State of New York  
No. 02504852002  
Qualified in Westchester County  
Commission Expires June 26, 2011

# **EXHIBIT A**



## Residential Contract of Sale 11-2000

Jointly prepared by the Real Property Section of the New York State Bar Association, the New York State Land Title Association, the Committee on Real Property Law of the Association of the Bar of the City of New York and the Committee on Real Property Law of the New York County Lawyers' Association.

**WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").**

**CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT**

**NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION**

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

**Residential Contract of Sale**

**Contract of Sale** made as of 02/1/08

**BETWEEN**

**TERRY TOLBERT and WILMA TOLBERT**

Address: 168 N. Lawn Avenue, Elmsford, NY 10523

Social Security Number/Fed. I.D. No.(s):

hereinafter called "Seller" and

**INNOCENT AUGUSTIN and MARIE CHANTEL JOSEPH**

Address: 120 Lake Street, White Plains, NY 10604

Social Security Number/Fed. I.D. No.(s):

hereinafter called "Purchaser"

**The parties hereby agree as follows:**

1. **Premises.** Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 168 North Lawn Avenue, Elmsford, NY

Sheet: 12 Section: Block: 1342 Lot: 29,30

Plate: Volume: Page: District:

Tax Map Designation: Town of Greenburgh

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. **Personal Property.** This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, ~~chandeliers~~, bathroom and kitchen cabinets and counters, ~~mantels~~, ~~door mirrors~~, switch plates and door hardware, ~~venetian blinds~~, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, ~~mail box~~, TV aerials, weather vane, flogpole, pumps, shrubbery, fencing, ~~outdoor patio~~, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, built-in microwave oven, refrigerator, freezer, air conditioning equipment and installations, ~~wall-to-wall carpeting and built-ins not excluded below (strike out inapplicable items)~~, all to the extent they are located in the premises and in their "as is" condition.

Excluded from this sale are furniture and household furnishings and

3. **Purchase Price.** The purchase price is \$ 560,000 payable as follows:

(a) On the signing of this contract, by Purchaser's good check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"):

\$ 28,000

~~(b) By allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed: \$~~

~~(c) By a purchase money note and mortgage from Purchaser to Seller: \$~~

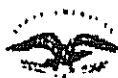
(d) Balance at Closing in accordance with paragraph 7:

\$ 532,000

4. **Existing Mortgage.** ~~(Delete if inapplicable.)~~ If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:

~~(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of \_\_\_\_\_ percent per annum, in monthly installments of \$ \_\_\_\_\_ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on \_\_\_\_\_~~

~~(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the~~



payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.

- (c) If there is a mortgage escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.
- (d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 374-a of the Real Property Law it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.
- (e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

**6. Purchase Money Mortgage.** (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(e) above:

- (a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$\_\_\_\_\_ for its preparation.
- (b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than \_\_\_\_\_ percent per annum and the total debt service thereunder shall not be greater than \$\_\_\_\_\_ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess is to be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or effect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefore, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

#### 6. Downpayment in Escrow.

- (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account at: Sound Federal Savings  
Address: 1311 Mamaroneck Avenue, White Plains  
NY 10605

until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a(n)

interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, non-appealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

- (b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.
- (c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.
- (d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.
- (e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.
- (f) The party whose attorney is Escrowee shall be liable for loss of the Downpayment.

**7. Acceptable Funds.** All money payable under this contract, unless otherwise specified, shall be paid by:

- (a) Cash, but not over \$1,000.00



- (b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to Purchaser;
- (c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$ 500.00; and
- (d) As otherwise agreed to in writing by Seller or Seller's attorney.

**8. Mortgage Commitment Contingency.** *(Delete paragraph if inapplicable. For explanation, see NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE.)*

- (a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before 30 days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(j) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$ 532,000 for a term of at least 30 years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date, Purchaser may cancel under subparagraph 8(e) unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason.
- (b) Purchaser shall (i) make prompt application to one or, at Purchaser's election, more than one Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with such Institutional Lender(s) to obtain a Commitment. Purchaser shall accept a Commitment meeting the terms set forth in subparagraph 8(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.
- (c) *(Delete this subparagraph if inapplicable)* Prompt submission by Purchaser of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in subparagraph 8(b)(i), provided that such Mortgage Broker promptly submits such application to such Institutional Lender(s). Purchaser shall cooperate in good faith with such Mortgage Broker to obtain a Commitment from such Institutional Lender(s).

- (d) If all Institutional Lenders to whom applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations under this paragraph 8.
- (e) If no Commitment is issued by an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 8.
- (f) If this contract is canceled by Purchaser pursuant to subparagraphs 8(d) or (e), neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27.
- (g) If Purchaser fails to give timely Notice of cancellation or if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 8.
- (h) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser within 5 business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser (provided Purchaser has complied with all its obligations under this paragraph 8) and except as set forth in paragraph 27.
- (i) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.
- (j) For purposes of subparagraph 8(a), Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary or regular mailing, postage prepaid.

**9. Permitted Exceptions.** The Premises are sold and shall be conveyed subject to:

- (a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;
- (b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;
- (c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;
- (d) Real estate taxes that are a lien, but are not yet due and payable; and
- (e) The other matters, if any, including a survey exception, set forth in a Rider attached.





#### 10. Governmental Violations and Orders.

- (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.
- ~~(b) (Delete if inapplicable) All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.~~

#### 11. Seller's Representations.

- (a) Seller represents and warrants to Purchaser that:
- (i) The Premises abut or have a right of access to a public road;
  - (ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
  - (iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");
  - (iv) The Premises are not affected by any exemptions or abatements of taxes; and
  - (v) Seller has been known by no other name for the past ten years, except
- (b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.
- (c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(c)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. Insurable Title. Seller shall give and Purchaser shall accept such title as any reputable title company doing business in New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

#### 14. Closing, Deed and Title.

- (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain and Sale Deed, with Covenant deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.
- (b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. Closing Date and Place. Closing shall take place at the office of **Gioffre & Gioffre, P.C.** or attorney for lending institution within Westchester County at 2:00 PM o'clock on or ~~before~~ **March 15, 2006** or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of **If closing occurs outside Westchester County** Purchaser shall pay an additional \$250.00 to Seller's attorney to defray cost of same.

16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

- (a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.
- (b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a ONE family dwelling at the date of Closing.
- (c) The delivery by Seller to Purchaser of a certificate stating that Seller is not a foreign person, which certificate shall be in the form then required by FIRPTA or a withholding certificate from the I.R.S. If Seller fails to deliver the aforesaid certificate or if Purchaser is not entitled under FIRPTA to rely on such certificate, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.
- (d) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.
- (e) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.
- (f) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.
- (g) The delivery by the parties of any other affidavits required as a condition of recording the deed.



**17. Deed Transfer and Recording Taxes.** At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

**18. Apportionments and Other Adjustments; Water Meter and Installment Assessments.**

- (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:
  - (i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) ~~interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) vault charges; (vi) rents as and when collected.~~
- (b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.
- (c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.
- (d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by ~~Seller~~ **Purchaser** at or prior to Closing.
- (e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

**19. Allowance for Unpaid Taxes, etc.** Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefore computed to said date are produced at Closing.

**20. Use of Purchase Price to Remove Encumbrances.** If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon reasonable prior notice (by telephone or otherwise), Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

**21. Title Examination; Seller's Inability to Convey; Limitations of Liability.**

- (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.
- (b) (i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.
- (c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

**22. Affidavit as to Judgments, Bankruptcies, etc.** If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

**23. Defaults and Remedies.**

- (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be





impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

- (b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

**24. Purchaser's Lien.** All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

**25. Notices.** Any notice or other communication ("Notice") shall be in writing and either

- (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or
- (b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any Notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered, or
- (c) with respect to paragraph 7(b) or paragraph 20, sent by fax to the party's attorney. Each Notice by fax shall be deemed given when transmission is confirmed by the sender's fax machine. A copy of each Notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries. This contract may be delivered as provided above or by ordinary mail.

**26. No Assignment.** This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

**27. Broker.** Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than Weichert Realtors and Century 21 Wolf ("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

## 28. Miscellaneous.

- (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.
- (b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.
- (c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.
- (d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provisions hereof.
- (e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.
- (f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.
- (g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.
- (h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.
- (i) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

Continued on Rider attached hereto. *(Delete if inapplicable)*



In Witness Whereof, this contract has been duly executed by the parties hereto.

TERRY TOLBERT

Seller

WILMA TOLBERT

Seller

INNOCENT AUGUSTIN

Purchaser

MARIE CHANTEL JOSEPH

Purchaser

Attorney for Seller: Lisa Gloffre Baird, Esq. of Gloffre & Gloffre, PC

Address: 2900 Westchester Avenue, Suite 206, Purchase, NY 10577

Tel.: 914-696-9800 Fax: 914-696-9839

Receipt of the Downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

Attorney for Purchaser: Mark J. Kamensky of

Address: 327 Irving Avenue, Port Chester, NY 10573

Tel.: 914-939-3300 Fax: 914-939-0955

GIOFFRE & GIOFFRE P.C.

Escrowee

## Contract of Sale

TERRY TOLBERT and WILMA TOLBERT

TO

INNOCENT AUGUSTIN and MARIE CHANTEL JOSEPH



First American Title Insurance Company  
of New York

Hudson Valley Region

188 East Post Road

White Plains, New York, 10601

Phone (914) 438-3433

Fax (914) 438-0159

## PREMISES

168 North Lawn Avenue, Elmsford, NY

Sheet	12
Section	
Block	1342
Lot	29,30
Plate	
Volume	
Page	
District	
Tax Map Des.	Town of Greenburgh
County	Westchester
Town	
Street Number	168 North Lawn Avenue, Elmsford, NY

## NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE

for

## RESIDENTIAL CONTRACT OF SALE

- WARNING:** The mortgage Commitment contingency clause for the Residential Contract of Sale is a bar association form that attempts to provide a mechanism that makes the rights and obligations of the parties clear in sales of residences in ordinary circumstances. It should be reviewed carefully by Seller and Purchaser and their attorneys in each and every transaction to make sure that all the provisions are appropriate for that transaction. Negotiated modifications should be made whenever necessary.
- Under the clause, the obligation of Purchaser to purchase under the contract of sale is contingent on Purchaser's obtaining a mortgage Commitment letter from an institutional Lender within the number of days specified for the amount specified. This refers to calendar days. Seller's attorney should state his/her calculation of the Commitment Date in the letter delivering the executed contract to Purchaser's attorney, to prevent confusion later. Purchaser should promptly confirm or correct that date. In applying for a loan, Purchaser must inform its lender of the scheduled date of Closing in the contract and request that the expiration date of the Commitment occur after the scheduled date of Closing. Purchaser must comply with deadlines and pursue the application in good faith. The Commitment contingency is satisfied by issuance of a Commitment in the amount specified on or before the Commitment Date, unless the Commitment is conditioned on approval of an appraisal. If the Commitment is conditioned on approval of an appraisal and such approval does not occur prior to the Commitment Date, Purchaser should either cancel the contract or obtain an extension of the Commitment Date. If the Commitment is later withdrawn or not honored, Purchaser runs the risk of being in default under the contract of sale with Seller.
- If there are loan terms and conditions that are required or would not be acceptable to Purchaser, such as the interest rate, term of the loan, points, fees or a condition requiring sale of the current home, those terms and conditions should be specified in a rider.
- This clause assumes that initial review and approval of Purchaser's credit will occur before the Commitment letter is issued. Purchaser should confirm with the lender that this is the case before applying for the Commitment.
- If, as has been common, the Commitment letter itself is conditioned on sale of Purchaser's home or payment of any outstanding debt or no material adverse change in Purchaser's financial condition, such a Commitment will satisfy the contract contingency nonetheless, and Purchaser will take the risk of fulfilling those Commitment conditions, including forfeiture of the Downpayment if Purchaser defaults on its obligation to close. Under New York case law, a defaulting Purchaser may not recover any part of the Downpayment, and Seller does not have to prove any damages. If Purchaser is not willing to take that risk, the clause must be modified accordingly.
- Purchaser may submit an application to a registered Mortgage Broker instead of applying directly to an institutional Lender.
- This clause allows Seller to cancel if a Commitment is not accepted by Purchaser by the Commitment Date, unless Purchaser timely supplies a copy of the Commitment, to allow Seller the option to avoid having to wait until the scheduled date of Closing to see if Purchaser will be able to close. Seller may prefer to cancel rather than to wait and settle for forfeiture of the Downpayment if Purchaser defaults. Because of Seller's right to cancel, Purchaser may not waive this contingency clause. This clause means that Purchaser is subject to cancellation by Seller even if Purchaser is willing to risk that he/she will obtain the Commitment after the Commitment Date. Some Purchasers may not want to be subject to such cancellation by Seller.
- Purchaser may want to add to paragraph 21(s) that Purchaser's reimbursement should include non-refundable financing and inspection expenses of Purchaser, which should be refunded by Seller if Seller willfully defaults under the contract of sale (alternative: If Seller is unable to transfer title under the contract of sale).

9-25-06

Joint Committee on the Mortgage Contingency Clause;  
Real Property Section of the New York State Bar Association  
Real Property Law Committee of the Association of the Bar of the City of New York

## **EXHIBIT B**

Northwest Group LLC, Mortgage Services

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her (abilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the community property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below).

Borrower: Innocent Augustin Co-Borrower: Marie Joseph

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage: ☐ VA ☒ Conventional ☐ Other (explain): \_\_\_\_\_ Agency Case Number: \_\_\_\_\_ Lender Case Number: \_\_\_\_\_

Applied for: ☐ FHA ☐ USDA/Rural Housing Service

Amount: \$ 79,750.00 Interest Rate: 11.000 % No. of Months: 360 Amortization: ☐ Fixed Rate ☐ Other (explain): \_\_\_\_\_

Types: ☐ GPM ☒ ARM (type): 2nd

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, & ZIP): 188 North Linn Avenue, Elmwood, NY 10523 County: Westchester No. of Units: 1

Legal Description of Subject Property (attach description if necessary): \_\_\_\_\_ Year Built: 1988

Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain): \_\_\_\_\_ Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment

☐ Refinance ☐ Construction-Permanent

Complete this line if construction or construction-permanent loan.

Year Lot Acquired: \_\_\_\_\_ Original Cost: \_\_\_\_\_ Amount Existing Liens: \_\_\_\_\_ (a) Present Value of Lot: \_\_\_\_\_ (b) Cost of Improvements: \_\_\_\_\_ Total (a+b): \_\_\_\_\_

Complete this line if this is a refinance loan.

Year Acquired: \_\_\_\_\_ Original Cost: \_\_\_\_\_ Amount Existing Liens: \_\_\_\_\_ Purpose of Refinance: \_\_\_\_\_

Describe improvements: ☐ made ☐ to be made Cost: \$ \_\_\_\_\_

This will be held in what Name(s): Innocent Augustin, Marie Joseph Manner in which Title will be held: ☒ Joint tenants ☐ Joint tenants with right of survivorship ☐ Tenants in common ☐ Trust

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain): \_\_\_\_\_

Checking/Savings: \_\_\_\_\_

III. BORROWER INFORMATION

Borrower				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable): <u>Innocent Augustin</u>							
Co-Borrower's Name (include Jr. or Sr. if applicable): <u>Marie Joseph</u>							
Social Security Number: <u>000-00-0000</u>		Home Phone (incl. area code): <u>814-309-4278</u>		DOB (MM/DD/YYYY): <u>00/00/00</u>		Yrs. School: <u>14</u>	
Social Security Number: <u>000-00-0000</u>		Home Phone (incl. area code): <u>000-00-0000</u>		DOB (MM/DD/YYYY): <u>00/00/00</u>		Yrs. School: <u>11</u>	
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)		Dependents (not listed by Co-Borrower): <u>0</u> no. <u>0</u> ages		<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)		Dependents (not listed by Borrower): <u>0</u> no. <u>0</u> ages	
<input type="checkbox"/> Separated		<input type="checkbox"/> Separated		<input type="checkbox"/> Separated		<input type="checkbox"/> Separated	
Present Address (street, city, state, ZIP): <u>128 Lake Street Apt 10M3 West Harrison, NY 10604</u>				Present Address (street, city, state, ZIP): <u>128 Lake Street Apt 10M3 West Harrison, NY 10604</u>			
Mailing Address, if different from Present Address: <u>128 Lake Street Apt 10M3 West Harrison, NY 10604</u>				Mailing Address, if different from Present Address: _____			

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP): \_\_\_\_\_ Own ☐ Rent ☐ No. Yrs. \_\_\_\_\_

Former Address (street, city, state, ZIP): \_\_\_\_\_ Own ☐ Rent ☐ No. Yrs. \_\_\_\_\_

IV. EMPLOYMENT INFORMATION

Borrower				Co-Borrower			
Name & Address of Employer: <u>128 Lake Street West Harrison, NY 10604</u>		<input checked="" type="checkbox"/> Self Employed		Name & Address of Employer: _____		<input type="checkbox"/> Self Employed	
Position/Title/Type of Business: <u>Taxi Driver</u>		Business Phone (incl. area code): <u>814-309-4278</u>		Position/Title/Type of Business: _____		Business Phone (incl. area code): _____	
Yrs. on this job: <u>10</u>		Yrs. employed in this line of work/profession: <u>10</u>		Yrs. on this job: _____		Yrs. employed in this line of work/profession: _____	
Name & Address of Employer: _____		Date (from-to): _____		Name & Address of Employer: _____		Date (from-to): _____	
Monthly Income: \$ _____		Monthly Income: \$ _____		Name & Address of Employer: _____		Date (from-to): _____	
Position/Title/Type of Business: _____		Business Phone (incl. area code): _____		Position/Title/Type of Business: _____		Business Phone (incl. area code): _____	
Name & Address of Employer: _____		Date (from-to): _____		Name & Address of Employer: _____		Date (from-to): _____	
Monthly Income: \$ _____		Monthly Income: \$ _____		Name & Address of Employer: _____		Date (from-to): _____	
Position/Title/Type of Business: _____		Business Phone (incl. area code): _____		Position/Title/Type of Business: _____		Business Phone (incl. area code): _____	

Borrower to sign pgs 1 and 2

\* Agent must return original w/ pkg

**Northwest Group LLC, Mortgage Services**

## V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 8,000.00	\$	\$ 8,000.00	Rent	\$ 1,100.00	
Overtime				First Mortgage (P&I)		\$ 3,184.89
Bonus/Se				Other Financing (P&I)		749.65
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "debt to other income," below)				Homeowner's Assn. Dues		
				Other:		
Total	\$ 8,000.00	\$	\$ 8,000.00	Total	\$ 1,100.00	\$ 3,934.54

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

**Described Other Income Notice:** Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

## VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed ☐ Jointly ☒ Not Jointly ☒

ASSETS		Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony/child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Description			LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit lowered purchase held by:	\$				
List checking and savings accounts below					
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
North Fork Bank			DISCOVER FIN SVS LLC	84.00	4,193.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$	<del>00000000</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			DISCOVER CD	84.00	4,193.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			CBUS&SEARS	10.00	3,291.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			WASH MUTUAL/PROVIDIAN	47.00	1,341.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			WASH MUTUAL/PROVIDIAN	39.00	1,287.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			ENCORE RECEIVABLE MA	0.00	42.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Washchester County IRS	160.00	3,883.00
			Acct. no. <del>000000000000</del>		
Acct. no. <del>0000000000</del>	\$				



NO. 934 003

## VI. ASSETS AND LIABILITIES (cont.)

**Schedule of Real Estate Owned** (If additional properties are owned, use continuation sheet.)

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

1	2	3	4	5	6	7	8	9
Alternate Name			Creditor Name			Account Number		

## VIL DETAILS OF TRANSACTION

### VIII. DECLARATIONS

(If you answer "Yes" to any questions through 4, please use continuation sheet for explanation.)

	Yes	No	Yes	No
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have you been arrested bankrupt within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include loans to third parties from SBA loans, reverse mortgages loans, home equity loans, manufactured (mobile home) loans, any mortgage, financial obligation, bank or loan guarantee. If "Yes," provide name, including city, state and account number, FHA or VA case number, if any, and provide for the action.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Are you presently delinquent or in default on any Federal debt or any other loans, mortgage, financial obligation, bond or loan guarantee? If "Yes," give details as described in the preceding question.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Are you obligated to pay alimony, child support, or separate maintenance? (Is any part of the payment backwards?)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Are you a co-maker or endorser on a report?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
.....				
i. Are you a U.S. citizen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Are you a permanent resident alien?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Do you intend to occupy the property as your primary residence? If "Yes," complete question on back.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?</p> <p>(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (JP), or jointly with another person (J)?</p>				

## IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's agent or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date and forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss or damages from any misrepresentation that I have made on this application; and/or in criminal penalties including, but not limited to, fine or imprisonment or both for the offenses in 18 U.S.C. §§ 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1

**Acknowledgments:** Each of the undersigned hereby acknowledges that any owner of the Loan, its affiliates, successors and assigns, may verify or modify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purposes through any source, including a source named in this application or a consumer reporting agency.

Signature	Date	Co-ordinator's Sign/Date	Date
<i>[Signature]</i>	4/20/06		

## X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to ensure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the period of term of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information. Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information. Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	
To be Completed by Interviewer This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Internet		Name and Address of Interviewer's Employer Northwestern Group LLC, Mortgage Services 420 Columbus Avenue Suite 6101 Valhalla, NY 10595 (P) 914-747-0023 (F) 914-747-1000	

Page 3 of 4

Patrols Mag Posts 1009 07209

Innocent 42m before

1003 Poppo 5 08/03 - Enclosure<sup>TM</sup> from Billie Mae - [www.billie-mae.com](http://www.billie-mae.com)

Northwood Group LLC, Mortgage Services  
Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on joint property located in a community property state as a basis for repayment of the loan. If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below).

Marie Charlotte Joseph  
Borrower  
Co-Borrower

**I. TYPE OF MORTGAGE AND TERMS OF LOAN**

Mortgage ☐ VA ☒ Conventional ☐ Other (explain): Agency Case Number Lender Case Number  
Applied for: ☐ FHA ☐ USDA/Rural Housing Service  
Amount \$ 78,750.00 Interest Rate 11.000 % No. of Months 360 Amortization ☐ Fixed Rate ☐ Other (explain):  
Type: ☐ GPM ☒ ARM (type): 2nd

**II. PROPERTY INFORMATION AND PURPOSE OF LOAN**

Subject Property Address (street, city, state, & ZIP) No. of Units  
158 North Lawn Avenue, Elmford, NY 10523 County: Westchester 1  
Legal Description of Subject Property (attach description if necessary) Year Built  
1985

Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain): Property will be: ☒ Primary Residence ☐ Secondary Residence ☐ Investment  
☐ Refinance ☐ Construction-Permanent

Complete this line if construction or construction-permanent loan.  
Year Lot Acquired Original Cost Amount Existing Liens (a) Present Value of Lot (b) Cost of Improvements Total (a+b)  
\$ \$ \$ \$ \$

Complete this line if this is a refinance loan.  
Year Acquired Original Cost Amount Existing Liens Purpose of Refinance Describe Improvements ☐ made ☐ to be made  
\$ \$ \$ Cost \$

Title will be held in what Name(s) Manner in which Title will be held Estate will be held by:  
Innocent Augustin, Marie Joseph Joint tenants ☒ Fee Simple ☐ Leasehold (lease expiration date)  
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain) ☐ Cash ☐ Savings ☐ Other (explain)

**III. BORROWER INFORMATION**

Borrower Co-Borrower  
Borrower's Name (include Jr. or Sr. if applicable) Co-Borrower's Name (include Jr. or Sr. if applicable)  
Marie Joseph Charlotte Joseph  
Social Security Number Home Phone (incl. area code) DOB (MM/DD/YYYY) Yrs. Educated Social Security Number Home Phone (incl. area code) DOB (MM/DD/YYYY) Yrs. Educated  
916-831-3539 08/14/1980 12 916-831-3539 08/14/1980 12  
☐ Married ☒ Unmarried (include single, divorced, widowed) ☐ Married ☒ Unmarried (include single, divorced, widowed)  
☐ Separated ☐ Separated  
Present Address (street, city, state, ZIP) ☐ Own ☒ Rent No. Yrs. Present Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.  
120 Lake Street Apt 10C 8Y 120 Lake Street Apt 10C  
West Hamton, NY 10504  
Mailing Address, if different from Present Address Mailing Address, if different from Present Address  
120 Lake Street Apt 10C  
West Hamton, NY 10504

If residing at present address for less than two years, complete the following:  
Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs. Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.

**IV. EMPLOYMENT INFORMATION**

Borrower Co-Borrower  
Name & Address of Employer ☒ Self Employed Yrs. on this job Name & Address of Employer ☐ Self Employed Yrs. on this job  
Andre & Marie Christine Blacken 3Y  
120 Davis Avenue Yrs. employed in this line of work/profession  
White Plains, NY 10605 \$  
Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code)  
Caddy 914-948-4739  
If employed in current position for less than two years or if currently employed in more than one position, complete the following:  
Name & Address of Employer ☐ Self Employed Dates (from-to) Name & Address of Employer ☐ Self Employed Dates (from-to)  
Monthly Income Monthly Income  
\$ \$  
Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code)  
Name & Address of Employer ☐ Self Employed Dates (from-to) Name & Address of Employer ☐ Self Employed Dates (from-to)  
Monthly Income Monthly Income  
\$ \$  
Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code)

Bruce FO  
Sign  
Pgs 1  
and 3

Northwest Group LLC, Mortgage Services

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expenses	Present	Proposed
Base Empl. Income*	\$ 8,000.00	\$	\$ 8,000.00	Rent	\$ 1,100.00	
Overtime				First Mortgage (PM)		\$ 3,332.68
Bonuses				Other Financing (PSI)		749.05
Commissions				Hazard Insurance		90.00
Dividends/Interest				Real Estate Taxes		833.33
Net Rental Income				Mortgage Insurance		
Other (before completing see the notice in "Glossary of Other Income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$ 8,000.00	\$	\$ 8,000.00	Total	\$ 1,100.00	\$ 5,005.06

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Described Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed ☐ Jointly ☒ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		
Description			List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary, indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Cash deposits toward purchase held by:		\$		Monthly Payment & Months Left to Pay	Unpaid Balance
List checking and savings accounts below			Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			DISCOVER FIN SVS LLC	84.00	4,193.00
North Fork Bank			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>4,193.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			DISCOVER CD	84.00	4,193.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>4,193.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			CBUSBASEARS	10.00	3,291.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,291.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			WASH MUTUAL/PROVIDIAN	47.00	1,341.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>1,341.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			WASH MUTUAL/PROVIDIAN	38.00	1,287.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>1,287.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			ENCORE RECEIVABLE MA	0.00	42.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>42.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no. <del>884888888888</del>		\$ <del>3,883.00</del>	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Westchester County IRS	160.00	3,883.00
			Acct. no. <del>884888888888</del>		
Acct. no.					

**Northwood Group LLC, Mortgage Services**

## VI. ASSETS AND LIABILITIES (CONT.)

**Schedule of Real Estate Owned** (If additional properties are owned, list construction phase.)

Property Address (prior to sale, PG if pending sale or if partial being held for income)	Type of Property	Present Market Value	Amount of Mortgage & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Market Income
		\$	\$	\$	\$	\$	\$
	Total	\$	\$	\$	\$	\$	\$

Use any additional pages under which Form 1041 has been filed to show other property.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200

201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300

301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400

401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500

501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600

601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700

701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800

801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834

### VIL DETAILS OF TRANSACTION

## VII. DECLARATIONS

a. Purchase Price		2	025,000.00	<p><b>VII. DECLARATIONS</b></p> <p>If you answer "Yes" to any question through f, please use continuation sheet for explanation.</p>	
b. Abatement, improvements, repairs				<p><b>Borrower</b></p> <p>Yes No Yes No</p>	
c. Land (if acquired separately)				<p>1. Are there any outstanding judgments against you?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
d. Advances (incl. debts to be paid on)				<p>2. Have you been declared bankrupt within the past 7 years?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
e. Estimated prepaids items			128.54	<p>3. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
f. Estimated closing costs			3,549.08	<p>4. Are you a party to a lawsuit?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
g. PMI, MIP, Funding Fee				<p>5. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, default or loss of foreclosure, or judgment?</p> <p>(This would include any loan on which you have a personal, joint, SBA, lease, lease improvement loan, educational loan, motor vehicle credit or home loan. Any mortgage, financial obligation, based on such guarantee. If "Yes," provide date, including date, name and address of lender, PM or VA servicer, if any, and describe the loan.)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
h. Discount (if Borrower will pay)				<p>6. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond or loan guarantee?</p> <p>If "Yes," give details on disclosure in the preceding question.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
i. Total costs (add items a through h)			627,738.00	<p>7. Are you obligated to pay alimony, child support, or separate maintenance?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
j. Subordinate financing			420,000.00	<p>8. Is any part of the down payment borrowed?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
k. Borrower's closing costs paid by seller				<p>9. Are you a co-maker or endorser on a note?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
l. Other Credits (explain)				<p>10. Are you a U.S. citizen?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
Cash Deposit On Sale Contract			28,000.00	<p>11. Are you a permanent resident alien?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
New First Mortgage			420,000.00	<p>12. Do you intend to occupy the property as your primary residence?</p> <p>If "Yes," describe use below.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
CC from 1st			-20,038.44	<p>13. Have you had an ownership interest in a property in the last three years?</p> <p>(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?</p> <p>(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (JP)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
m. Loan amount (Exclude PMI, MIP, Funding Fee financed)			78,780.00		
n. PMI, MIP, Funding Fee financed					
o. Loan amount (add m & n)			78,780.00		
p. Cash paid / to Borrower (subtract k, l, o from d)			-358,377.48		

## IX. ACKNOWLEDGEMENT AND AGREEMENT

**DE ASSIGNMENT, CONVEYANCE AND AGREEMENT**

Each of the undersigned specifically represents to Lender and to Lender's agent or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns that the undersigned and acknowledges, that (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that only my intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon this misrepresentation; (2) I have read and agree on this application, and/or in original pencils including, but not limited to, loss of improvement or loss of trust on the property described in this application; (3) I have read and agree on this application, and/or in original pencils including, but not limited to, loss of improvement or loss of trust on the property described in this application; (4) the property may be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property may be described as indicated in this application; (6) the Lender, its servicer, successors or assigns may retain the original and/or electronic record of this application, and that I have read and agree on this application; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in this application, and I agree to provide and/or update the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event of my default on the Loan, the Lender, its servicer, successors or assigns may, in addition to any other rights and remedies that it may have against me, my estate, my heirs, my assigns, my personal and account information, to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred to any person, and may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, "express or implied," in this application regarding the property or the condition or value of the property; and (11) my transmission of this application on an "electronic record" containing my "electronic signature" as defined in applicable federal and/or state laws (including audio and video recordings, or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

**Disclaimer:** Each of the undersigned hereby acknowledges that any owner of the Loan, its officers, successors and assigns, may rely on or reventy any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Donor's Signature	Date	Co-Donor's Signature	Date
x Marie E. Prosser	4/20/08		

☒ INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of the information, or on whether you choose to furnish it. If you furnish the information, please provide it both verbally and in writing. You may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, the lender is required to note the information on the basis of which information is furnished. If you have made this application in person, if you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

**BORROWER** ☐ I do not wish to furnish this information. **CO-BORROWER** ☐ I do not wish to furnish this information.

Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
--	---

Box: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Box: <input type="checkbox"/> Female <input type="checkbox"/> Male
---	--

To be Completed by Interviewer		Interviewer's Name (print or type)		Name and Address of Interviewer's Employer	
This application was taken by:		Walter Lutzman		Hardwood Group LLC, Montage Services	
<input type="checkbox"/> Face-to-face interview		Interviewer's Signature		420 Columbus Avenue Suite #301	
<input checked="" type="checkbox"/> Mail		<i>Walter Lutzman</i>		Yonkers, NY 10500	
<input type="checkbox"/> Telephone		Interviewer's Photo (Number and area code)		(NY) 914-747-0922	
<input type="checkbox"/> Internet		914-747-0822		(NY) 914-747-1000	

Fannie Mae Form 1003 07/05

**Mario Juncos**

1000 Page 3 09/05 ~ Encopass™ from Ellis Mir ~ [www.ellismir.com](http://www.ellismir.com)



## Northwood Group LLC, Mortgage Services

## VI. ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional properties owned or controlled by you on a separate sheet.

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

**Alternate Name**

**Creditor Name**

Account Number



## VII. DETAILS OF TRANSACTION

## VIII. DECLARATIONS

Purchase Price		If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.		Borrower		Co-Borrower	
	\$	Yes	No	Yes	No	Yes	No
b. Alterations, Improvements, repairs							
c. Land (if acquired separately)							
d. Refinance (incl. debts to be paid off)							
e. Estimated prepaid items	8,350.99						
f. Estimated closing costs	13,750.68						
g. PMI, MIP, Funding Fee							
h. Discount (if Borrower will pay)							
i. Total costs (add items a through h)	580,101.65						
j. Subordinate financing							
k. Borrower's closing costs paid by Seller							
l. Other Credits (explain)							
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	532,000.00						
n. PMI, MIP, Funding Fee financed							
o. Loan amount (add m & n)	532,000.00						
p. Cash from / to Borrower (subtract j, k, l & o from i)	48,101.65						

## IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges, that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil or criminal penalties, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose as defined in applicable laws; (4) all payments made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any and all information provided in the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may use any and all original and/or electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may use any and all original and/or electronic record of this information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the information is not true and accurate; (8) I have represented herein should change prior to closing of the Loan; (9) in the event that my payments on the Loan become delinquent, the owner or servicer may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (10) I, as Lender, its insurers, servicers, successors or assigns has made any representation or warranty express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state law (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Borrower's Signature		Date	Co-Borrower's Signature		Date
X		1/29/06	X		

#### X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information.		<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information.	
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino		<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
<b>Race:</b> <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White		<b>Race:</b> <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
<b>Sex:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	
<b>To be Completed by Interviewer</b> This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Internet		<b>Interviewer's Name (print or type)</b> Wilner Luctanar <b>Interviewer's Signature</b> <i>Wilner Luctanar</i> <b>Date</b> 1/29/06 <b>Interviewer's Phone Number (incl. area code)</b> 914-747-0822	
		<b>Name and Address of Interviewer's Employer</b> Northwood Group LLC, Mortgage Services 420 Columbus Avenue Suite #301 Valhalla, NY 10595 (P) 914-747-0922 (F) 914-747-1888	

Ergebnis Mag. A5 01/P4  
Ergebnis Augustin

Page 3 of 4

Fannie Mae Form 1003 01/04





## VI. ASSETS AND LIABILITIES (cont.)

Account Number

## VIII. DECLARATIONS

## IX. ACKNOWLEDGEMENT AND AGREEMENT

**X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

Fannie Mae Form 1003 01/04

## VI. ASSETS AND LIABILITIES (cont.)

Account Number

## VIII. DECLARATIONS

## IX. ACKNOWLEDGEMENT AND AGREEMENT

#### X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

Fannie Mae Form 1003 01/04

## **EXHIBIT C**

# ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.**

April 20, 2006

[Date]

BREA, CA 92821

[City]

[State]

168 N LAWN AVENUE

ELMSFORD, NY 10523

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **420,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **FREMONT INVESTMENT & LOAN**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **8.800** %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**\*SEE ADJUSTABLE RATE NOTE RIDER ATTACHED HERETO AND MADE A PART HEREOF**

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on **June 1, 2006**

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **May 1, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **2727 E IMPERIAL HIGHWAY, BREA CA 92821**

or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ **3,080.00**. This amount may change.

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT**

VMP-815N (0404)

Form 5520 3/04

VMP Mortgage Solutions (800)521-7291

Page 1 of 4

Initials:

**LA**  
**MJ**





\*SEE ADJUSTABLE RATE NOTE RIDER ATTACHED HERETO AND MADE A PART HEREOF

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGE

##### (A) Change Dates

The interest rate I will pay may change on the first day of May 1, 2008, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Seven Hundred Twenty-Nine Thousandths percentage points ( 6.7290 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.800 % or less than 8.8000 %. Thereafter, my interest rate will never be increased or decreased on any subsequent Change Date by more than 1.5000 % from the rate of interest I have been paying for the preceding period. My interest rate will never be greater than 14.8000 % or less than 8.8000 %.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a Prepayment. When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

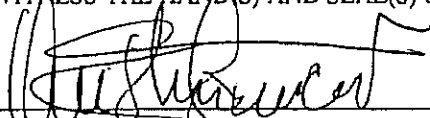
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**•SEE ADJUSTABLE RATE NOTE RIDER ATTACHED HERETO AND MADE A PART HEREOF**

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
INNOCENT AUGUSTIN

(Seal)  
-Borrower

  
MARIE CHANTEL JOSEPH

(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]

## **RIDER TO ADJUSTABLE RATE NOTE FOR TEMPORARY INTEREST-ONLY PAYMENT SCHEDULE**

THIS RIDER TO ADJUSTABLE RATE NOTE FOR TEMPORARY INTEREST-ONLY PAYMENT SCHEDULE is made this 20th day of April, 2006, and is incorporated into and shall be deemed to amend, and supplement the Adjustable Rate Note dated April 20, 2006 given by the undersigned (the "Borrower") to  
**FREMONT INVESTMENT & LOAN**

(the "Lender") of the same date and covering the Property located at:  
**168 N LAWN AVENUE ELMSFORD, NY 10523**

(Property Address)

**A. Section 3 of the Adjustable Rate Note is amended and restated in its entirety to read as follows:**

### **3. PAYMENTS**

#### **(A) Time and Place of Payments**

I will make a payment on the first day of every month, beginning on June 1, 2006.

Before the First Principal and Interest Payment Due Date, as described in Section 4(G) of this Note, on each payment due date my monthly payment will equal one-twelfth of one year's interest that would be due on the unpaid principal balance of this Note that I am expected to owe on the same day one month prior to the payment due date at the interest rate that is provided for in accordance with Section 2 and Section 4 of this Note.

Beginning on the First Principal and Interest Payment Due Date, I will make monthly payments of principal and interest. These payments will be calculated as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal, interest and any other charges that I may owe under this Note.

Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before principal. If, on May 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2727 E IMPERIAL HIGHWAY, BREA CA 92821

or at a different place if required by the Note Holder.

#### **(B) Amount of My Initial Monthly Payments**

My initial monthly payment will be in the amount of U.S. \$ 3,080.00. This amount will change.

#### **(C) Monthly Payment Changes**

Before the First Principal and Interest Due Date, my monthly payments will change to reflect changes in the unpaid principal balance of this Note. In addition, following the first Change Date, my monthly payments will change to reflect changes in the interest rate that I must pay.

Beginning with the First Principal and Interest Due Date, my monthly payment will change to include both principal and interest. In addition, my monthly payment will change to reflect changes in the unpaid principal balance of this Note and changes in the interest rate that I must pay.

B. Section 4 of the Adjustable Rate Note is amended and restated in its entirety to read as follows:

#### **4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

##### **(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of May 1, 2008, and the adjustable interest rate I will pay may change on that day every sixth month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

##### **(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR"), which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index and adjust the Margin, as defined below. The Note Holder will give me notice of this choice.

##### **(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Seven Hundred Twenty-Nine Thousandths percentage point(s) ( 6.7290 %) (the "Margin") to the Current index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) of this Note, this rounded amount will be my new interest rate until the next Change Date.

For each Change Date prior to the First Principal and Interest Change Date (as described in Section 4(G) of this Note), the Note Holder will then determine the amount of the monthly payment that is equal to one-twelfth of one year's interest that would be due on the unpaid principal balance of this Note that I am expected to owe on the Change Date at my new interest rate. The result of this calculation will be the new amount of my monthly payment until the monthly payment changes again in accordance with this Note.

For each Change Date beginning with the First Principal and Interest Change Date (as described in Section 4(G) of this Note), the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance that I am expected to owe at the Change Date in full on the Maturity Date, together with interest at my new interest rate, in substantially equal installments. The result of this calculation will be my new monthly payment until the monthly payment changes again in accordance with this Note.

##### **(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 10.800 % or less than 8.8000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than one and one-half percentage points (1.50%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.8000 % or less than 8.8000 %.

##### **(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment due date after each Change Date until the amount of my monthly payment changes again.



**(F) Notice of Changes**

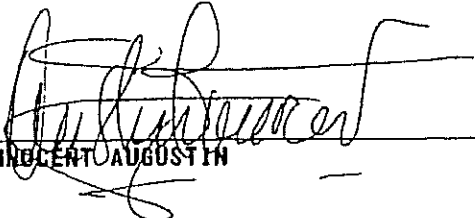
The Note Holder will deliver or mail to me such notice of changes in my interest rate and the amount of my monthly payments as may be required by law. The notice will include information required by law to be given to me, and also the telephone number of a person who will respond to any question I may have regarding the notice.

**(G) First Principal and Interest Payment Due Date and First Principal and Interest Change Date**

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") will be **June 1, 2011**. The Change Date immediately preceding the First Principal and Interest Payment Due Date is called the "First Principal and Interest Change Date."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider to Adjustable Rate Note for Temporary Interest-Only Payment Schedule.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)  
INNOCENT AUGUSTIN

 (Seal)  
MARIE CHANTEL JOSEPH

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

"DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT."

### NOTE

IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT"

April 20, 2006

BREA, CA 92821

[Date]

[City]

[State]

168 N LAWN AVENUE ELMSFORD, NY 10523

[Property Address]

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 78,750.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is  
**FREMONT INVESTMENT & LOAN**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 11.0000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

##### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on June 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2727 E IMPERIAL HIGHWAY, BREA CA 92821

or at a different place if required by the Note Holder.

##### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 749.96

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



-5N (0005).01

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7201

Page 1 of 3

Initials: J.A.

MJ

SECOND MORTGAGE



**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

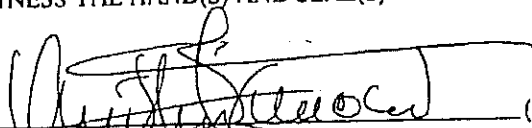
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
INNOCENT AUGUSTIN (Seal)  
-Borrower

  
\_\_\_\_\_  
MARIE CHANTEL JOSEPH (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]

## **EXHIBIT D**



Return To:  
**FREMONT INVESTMENT & LOAN**  
**P.O. BOX 34078**  
**FULLERTON, CA 92834-34078**

Prepared By:  
**BARBARA LICON**

**8000085203**

[Space Above This Line For Recording Data]

**MORTGAGE** MIN 1001944-8000085203-6

**WORDS USED OFTEN IN THIS DOCUMENT**

- (A) "Security Instrument." This document, which is dated **April 20, 2006** together with all Riders to this document, will be called the "Security Instrument."  
(B) "Borrower." **INNOCENT AUGUSTIN AND MARIE CHANTEL JOSEPH**

whose address is **125 LAKE STREET 10ms, WEST HARRISON, NY 10604**

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.**

(D) "Lender." **FREMONT INVESTMENT & LOAN**

will be called "Lender." Lender is a corporation or association which exists under the laws of **CALIFORNIA**. Lender's address is  
**2727 E IMPERIAL HIGHWAY, BREA CA 92821**

**NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3033 1/01**

**VMP**-6A(NY) (0005).02

Page 1 of 17

Initials: **IA**

VMP Mortgage Solutions, Inc. (800)521-7201 **MS**

(E) "Note." The note signed by Borrower and dated April 20, 2006, will be called the "Note." The Note shows that I owe Lender Four Hundred Twenty Thousand and No/100

-----  
Dollars (U.S. \$ 420,000.00 )  
plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by May 1, 2036

(F) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(G) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(I) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(J) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(K) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(L) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(N) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(O) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(Q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors in interest) and its successors in interest subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

- (A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and
- (B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**DESCRIPTION OF THE PROPERTY**

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (G) below:

- (A) The Property which is located at

**168 N LAWN AVE**

**ELMSFORD**

{City, Town or Village} , New York **10523**

{Street}

{Zip Code}.

This Property is in **WESTCHESTER**  
description:

County. It has the following legal

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF**

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

**Fidelity National Title Insurance Company**  
TITLE NO. 06-7402-64745-W

---

**SCHEDULE A-1 (Description)**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Greenburgh, County of Westchester and State of New York, known and designated as Lots 23 and 24 in Block 21 as shown on a certain map entitled "Map of Building Lots and Villa Plots at Elmsford Park, Town of Greenburgh, Westchester County, New York," filed in the Westchester County Clerk's Office, Division of Land Records as Map No. 1094, filed on September 25, 1893.

*THE POLICY TO BE ISSUED* under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

*FOR CONVEYANCING ONLY:* Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

*SCHEDULE A-1 (Description)*  
Rev. (03/04)

(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;  
 (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and  
 (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

**BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

**PLAIN LANGUAGE SECURITY INSTRUMENT**

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

**COVENANTS**

I promise and I agree with Lender as follows:

**1. Borrower's Promise to Pay.** I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

**2. Application of Borrower's Payments and Insurance Proceeds.** Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.



If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

### 3. Monthly Payments For Taxes And Insurance.

#### (a) Borrower's Obligations.

I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

(1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"

(2) The leasehold payments or ground rents on the Property (if any);

(3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;

(4) The premium for Mortgage Insurance (if any);

(5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and

(6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this Section 3.

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

**(b) Lender's Obligations.**

Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

**(c) Adjustments to the Escrow Funds.**

Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

**4. Borrower's Obligation to Pay Charges, Assessments And Claims.** I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security Instrument is superior

to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

**5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance.** I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period

that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds, I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Borrower's Obligations to Occupy The Property.** I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

**7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.**

**(a) Maintenance and Protection of the Property.**

I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

**(b) Lender's Inspection of Property.**

Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

**8. Borrower's Loan Application.** If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.

**9. Lender's Right to Protect Its Rights in The Property.** If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (a) Mortgage Insurance coverage again becomes



coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

**11. Agreements About Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the

Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

## **12. Continuation of Borrower's Obligations And of Lender's Rights.**

### **(a) Borrower's Obligations.**

Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

### **(b) Lender's Rights.**

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

**13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations.** If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing

any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

**14. Loan Charges.** Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

**15. Notices Required under this Security Instrument.** All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Law That Governs this Security Instrument; Word Usage.** This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** I will be given one copy of the Note and of this Security Instrument.

**18. Agreements about Lender's Rights If the Property Is Sold or Transferred.** Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission.

If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires Immediate Payment in Full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

**19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued.** Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

**20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance.** The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which



will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

**21. Continuation of Borrower's Obligations to Maintain and Protect the Property.** The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

#### NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

**22. Lender's Rights If Borrower Fails to Keep Promises and Agreements.** Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another



Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

(a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;

(b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:

(1) The promise or agreement that I failed to keep or the default that has occurred;

(2) The action that I must take to correct that default;

(3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;

(4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;

(5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and

(6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. Agreements about New York Lien Law. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.

25. Borrower's Statement Regarding the Property [check box as applicable].


☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

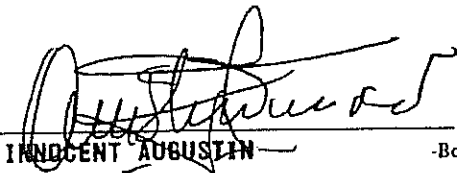
☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

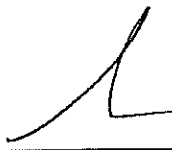
☐ This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

  
\_\_\_\_\_

  
\_\_\_\_\_  
INNOCENT AUGUSTIN (Seal)  
-Borrower

  
\_\_\_\_\_

  
\_\_\_\_\_  
MARIE CHANTEL JOSEPH (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF NEW YORK,

*Westchester*

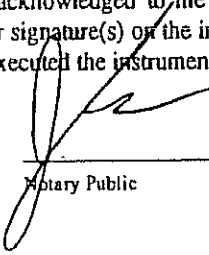
County ss:

On the *30th* day of *April* *2006*  
public in and for said state, personally appeared

before me, the undersigned, a notary

*INNOCENT AUGUSTIN + MARIE CHANTE L JOSEPH*

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

Tax Map Information:

JOHN SAVOCA  
Notary Public, State of New York  
No. 02SA4904083  
Qualified in Westchester County  
Commission Expires August 10, *2009*

## **ADJUSTABLE RATE RIDER FOR TEMPORARY INTEREST-ONLY PAYMENT SCHEDULE**

**THIS ADJUSTABLE RATE RIDER FOR TEMPORARY INTEREST-ONLY PAYMENT SCHEDULE** is made this 20th day of April, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

### **FREMONT INVESTMENT & LOAN**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**168 N LAWN AVENUE ELMSFORD, NY 10523**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### **A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

Sections 3 and 4 of the Note are amended and restated in their entirety to read as follows:

##### **3. PAYMENTS**

###### **(A) Time and Place of Payments**

I will make a payment on the first day of every month, beginning on  
**June 1, 2006**

Before the First Principal and Interest Payment Due Date, as described in Section 4(G) of this Note, on each payment due date my monthly payment will equal one-twelfth of one year's interest that would be due on the unpaid principal balance of this Note that I am expected to owe on the same day one month prior to the payment due date at the interest rate that is provided for in accordance with Section 2 and Section 4 of this Note.

Beginning on the First Principal and Interest Payment Due Date, I will make monthly payments of principal and interest. These payments will be calculated as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal, interest and any other charges that I may owe under this Note.

Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before principal. If, on **May 1, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at  
**2727 E IMPERIAL HIGHWAY, BREA CA 92821**

or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**  
My initial monthly payment will be in the amount of U.S. \$ **3,080.00**  
This amount will change.

**(C) Monthly Payment Changes**  
Before the First Principal and Interest Due Date, my monthly payments will change to reflect changes in the unpaid principal balance of this Note. In addition, following the first Change Date, my monthly payments will change to reflect changes in the interest rate that I must pay.

Beginning with the First Principal and Interest Due Date, my monthly payment will change to include both principal and interest. In addition, my monthly payment will change to reflect changes in the unpaid principal balance of this Note and changes in the interest rate that I must pay.

#### **4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

##### **(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **May, 2008**, and the adjustable interest rate I will pay may change on that day every sixth month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

##### **(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR"), which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index and adjust the Margin, as defined below. The Note Holder will give me notice of this choice.



**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Six and Seven Hundred Twenty-Nine Thousandths (6.7290 %)** (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) of this Note, this rounded amount will be my new interest rate until the next Change Date.

For each Change Date prior to the First Principal and Interest Change Date (as described in Section 4(G) of this Note), the Note Holder will then determine the amount of the monthly payment that is equal to one-twelfth of one year's interest that would be due on the unpaid principal balance of this Note that I am expected to owe on the Change Date at my new interest rate. The result of this calculation will be the new amount of my monthly payment until the monthly payment changes again in accordance with this Note.

For each Change Date beginning with the First Principal and Interest Change Date (as described in Section 4(G) of this Note), the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance that I am expected to owe at the Change Date in full on the Maturity Date, together with interest at my new interest rate, in substantially equal installments. The result of this calculation will be my new monthly payment until the monthly payment changes again in accordance with this Note.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **10.800 %** or less than **8.8000 %**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than one and one-half percentage points (1.50%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than **14.8000 %** or less than **8.8000 %**.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment due date after each Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me such notice of changes in my interest rate and the amount of my monthly payments as may be required by law. The notice will include information required by law to be given to me, and also the telephone number of a person who will respond to any question I may have regarding the notice.

**(G) First Principal and Interest Payment Due Date and First Principal and Interest Change Date**

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") will be **June 1, 2011**. The Change Date immediately preceding the First Principal and Interest Payment Due Date is called the "First Principal and Interest Change Date."

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended and restated in its entirety to read as follows:

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

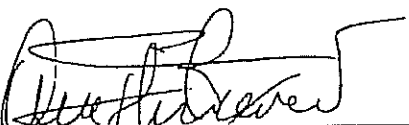

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider For Temporary Interest-Only Payment Schedule

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.**

	(Seal)		(Seal)
INNOCENT AUGUSTIN	-Borrower	MARIE CHANTEL JOSEPH	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower
_____	(Seal)	_____	(Seal)
_____	-Borrower	_____	-Borrower

Return To:  
FREMONT INVESTMENT & LOAN  
P.O. BOX 34078  
FULLERTON, CA 92834-34078

COPY

Prepared By:  
BARBARA LICON

8000085434

[Space Above This Line For Recording Data]

## MORTGAGE MIN 1001944-8000085434-7

"DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT"

### WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Security Instrument." This document, which is dated April 20, 2006 together with all Riders to this document, will be called the "Security Instrument."  
(B) "Borrower." INNOCENT AUGUSTIN AND MARIE CHANTEL JOSEPH

whose address is 125 LAKE STREET 10ms, WEST HARRISON, NY 10604

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

(D) "Lender." FREMONT INVESTMENT & LOAN

will be called "Lender." Lender is a corporation or association which exists under the laws of CALIFORNIA. Lender's address is 2727 E IMPERIAL HIGHWAY, BREA CA 92821

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3033 1/01

VMP-6A(NY) (0005).02

Page 1 of 17

VMP Mortgage Solutions, Inc. (800)521-7341

Initials: *EA*



SECOND MORTGAGE

(E) "Note." The note signed by Borrower and dated April 20, 2006, will be called the "Note." The Note shows that I owe Lender Seventy-Eight Thousand, Seven Hundred Fifty and No/100 -----

Dollars (U.S. \$ 78,750.00 )

plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by May 1, 2036

(F) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(G) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(I) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(K) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(L) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(N) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(O) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(Q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors in interest) and its successors in interest subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;

(B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument and the Note.

I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

(A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and

(B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**DESCRIPTION OF THE PROPERTY**

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (G) below:

(A) The Property which is located at

**168 N LAWN AVE**

**ELMSFORD**

This Property is in **WESTCHESTER**

description:

[City, Town or Village], New York **10523**

[Street]

[Zip Code].

County. It has the following legal

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF**

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;



**Fidelity National Title Insurance Company**  
TITLE NO. 06-7402-64745-W

---

**SCHEDULE A-1 (Description)**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Greenburgh, County of Westchester and State of New York, known and designated as Lots 23 and 24 in Block 21 as shown on a certain map entitled "Map of Building Lots and Villa Plots at Elmsford Park, Town of Greenburgh, Westchester County, New York," filed in the Westchester County Clerk's Office, Division of Land Records as Map No. 1094, filed on September 25, 1893.

**THE POLICY TO BE ISSUED** under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

**FOR CONVEYANCING ONLY:** Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

**SCHEDULE A-1 (Description)**  
Rev. (03/04)

(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;

(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

**BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

**PLAIN LANGUAGE SECURITY INSTRUMENT**

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

**COVENANTS**

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. **Application of Borrower's Payments and Insurance Proceeds.** Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

### 3. Monthly Payments For Taxes And Insurance.

#### (a) Borrower's Obligations.

I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

- (1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand, or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"
- (2) The leasehold payments or ground rents on the Property (if any);
- (3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument; as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds; and in amounts, that are then required under this Section 3.

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

**(b) Lender's Obligations.**

Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

**(c) Adjustments to the Escrow Funds.**

Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

**4. Borrower's Obligation to Pay Charges, Assessments And Claims.** I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security Instrument is superior

to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

**5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance.** I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period



that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Borrower's Obligations to Occupy The Property.** I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

**7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.**

**(a) Maintenance and Protection of the Property.**

I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

**(b) Lender's Inspection of Property.**

Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

**8. Borrower's Loan Application.** If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.

**9. Lender's Right to Protect Its Rights in The Property.** If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (a) Mortgage Insurance coverage again becomes

coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

**11. Agreements About Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the

Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

## **12. Continuation of Borrower's Obligations And of Lender's Rights.**

### **(a) Borrower's Obligations.**

Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

### **(b) Lender's Rights.**

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

**13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations:** If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing



any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

**14. Loan Charges.** Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

**15. Notices Required under this Security Instrument.** All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Law That Governs this Security Instrument; Word Usage.** This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** I will be given one copy of the Note and of this Security Instrument.

**18. Agreements about Lender's Rights If the Property Is Sold or Transferred.** Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission.



If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires Immediate Payment in Full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

**19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued.** Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

**20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance.** The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which

will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

**21. Continuation of Borrower's Obligations to Maintain and Protect the Property.** The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

#### NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

**22. Lender's Rights If Borrower Fails to Keep Promises and Agreements.** Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another

Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

(a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;

(b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:

(1) The promise or agreement that I failed to keep or the default that has occurred;

(2) The action that I must take to correct that default;

(3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;

(4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;

(5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and

(6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. Agreements about New York Lien Law. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.

25. Borrower's Statement Regarding the Property [check box as applicable].


☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

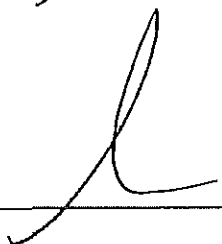
☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

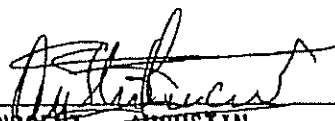
☐ This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
INNOCENT AUGUSTIN (Seal)  
-Borrower

  
\_\_\_\_\_  
MARIE CHANTEL JOSEPH (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF NEW YORK,

*Westchester*

County ss:

On the *30th* day of *April* 2006  
public in and for said state, personally appeared

before me, the undersigned, a notary

*INNOCENT AUGUSTIN & MARIE CHANTEI JOSEPH*

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s); or the person upon behalf of which the individual(s) acted, executed the instrument

\_\_\_\_\_  
Notary Public

Tax Map Information:

JOHN SAVOCA  
Notary Public, State of New York  
No. 02SA4904083  
Qualified in Westchester County  
Commission Expires August 10, *2009*



# **EXHIBIT E**

# Housing Discrimination Complaint

U.S. Department of Housing  
and Urban Development  
Office of Fair Housing  
and Equal Opportunity



Please type or print this form - Don't write in the shaded area

OMB Approval No. 2529-0011 (exp. 1/31/92)

Public reporting burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2529-0011), Washington, D.C. 20503.

Instructions: Read this form and the instructions on reverse carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated. Where more than one individual or organization is filing the same complaint, and all information is the same, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form. Complaints may be presented in person or mailed to the Regional Office covering the State where the complaint arose (see list on back of form), any local HUD Field Office, or to the Office of Fair Housing and Equal Opportunity, U.S. Department of HUD, Washington, D.C. 20410.

This section is for HUD use only.

Number: <b>02-07-0242-8</b>	(check <input checked="" type="checkbox"/> applicable box): <input checked="" type="checkbox"/> Referral and Agency (specify) <b>NYS</b>	Jurisdiction: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Additional Info	Signature of HUD personnel who established jurisdiction: 
Filing Date: <b>2/8/2007</b>	<input type="checkbox"/> Systemic <input type="checkbox"/> Military Referral		

1. Name of Aggrieved Person or Organization (last name, first name, middle initial) (Mr./Mrs./Miss/Ms.)  
**Joseph, Marie Chantale (Mrs.)** Home Phone: **(914) 909-2953** Business Phone: **(914) 886-2189**

Street Address (city, county, State & zip code)

**168 N. Lawn Ave., Elmsford, Westchester, New York, 10523**

2. Against whom is this complaint being filed? Name (last name, first name, middle initial)

Phone No.:

**Luctamar, Wilne (Mr.)**

**(914) 424-5874**

Street Address (city, county, State & zip code)

**Century 21 Wolf, 490 Mamaroneck Ave, White Plains, Westchester, NY 10605**

Check (✓) the applicable box or boxes which describe(s) the party named above.

☐ Builder ☐ Owner ☐ Broker ☒ Salesperson ☐ Supt. or Manager ☐ Bank or other Lender ☐ Other

If you named an individual above who appeared to be acting for a company in this case, check (✓) this box ☒ and write the name and address of the company in this space:

**Services**

**420 Columbus Avenue, Suite 301**

Name: **Northwoods LLC, Mortgage**

Address: **Valhalla, NY 10595**

Name and identify others (if any) you believe violated the law in this case

U.S.  
3-751

3. What did the person you are complaining against do? Check (✓) all that apply and give the most recent date these act(s) occurred in block No. 6a below.

☐ Refuse to rent, sell, or deal with you ☐ Falsely deny housing was available ☐ Engage in blockbusting ☐ Discriminate in broker's services ☒ Other (explain)  
☐ Discriminate in the conditions or terms of sale, rental occupancy, or in services or facilities ☐ Advertise in a discriminatory way ☐ Discriminate in financing ☐ Intimidated, interfered, or coerced you to keep you from the full benefit of the Federal Fair Housing Law

**used Nationality to give a predatory loan**

4. Do you believe that you were discriminated against because of your race, color, religion, sex, handicap, the presence of children under 18, or a pregnant female in the family or your national origin? Check (✓) all that apply:

☐ Race or Color ☐ Religion (specify) ☐ Sex ☐ Handicap ☐ Familial Status ☒ National Origin  
☐ Black ☐ Male ☐ Physical ☐ Presence of children under 18 in the family ☐ Hispanic ☐ American Indian or Alaskan Native ☒ Other (specify)  
☐ White ☐ Female ☐ Mental ☐ Pregnant female ☐ Asian or Pacific Islander **Haitian**

5. What kind of house or property was involved?

Did the owner live there?

Is the house or property:

What is the address of the house or property? (street, city, county, State & zip code)

☒ Single-family house  
☐ A house or building for 2, 3, or 4 families  
☐ A building for 5 families or more  
☐ Other, including vacant land held for residential use (explain)

☒ Yes  
☐ No  
☐ Unknown

☒ Being sold?  
☐ Being rented?

**168 N. Lawn Avenue  
Elmsford, Westchester  
New York, 10523**

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details may be submitted on an attachment. Note: HUD will furnish a copy of this complaint to the person or organization against whom the complaint is made.

**Please see attached-**

6a. When did the act(s) checked in Item 3 occur? (include the most recent date if several dates are involved)  
**April, 2006**

7. I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.

Signature & Date:

**x Marie Chantale Joseph**

U.S. 3-751 (Rev. 12/01)

October 2, 2006

RE: Innocent Augustin  
Marie Chantel Joseph  
158 North Lawn Ave  
Elmsford, NY 10523-1907

Loan Number 8000085434  
Fremont Investment & Loan  
PO Box 25100 or 2727 E. Imperial Highway  
Santa Ana, CA 92799 Brea CA 92821  
1-877-537-3666

Complaint is against: Dimetry or Carmine Vesuvio  
Northwood Group LLC  
914-747-922 fax 914-747-1966

and Terry & Wilma Tolbert (Sellers)  
and Willner Luctamar  
and Mark J. Kamensky (attorney)

Daniel Joseph met Willner Luctamar who suggested if we wanted to buy a home he would help. Daniel called the number and we were sent to see a house in Elmsford NY. Marie Joseph did not like the house. Daniel and Marie preceded to look for other houses. Daniel gave Wilner the address to the house and the real estate phone number to the home in Elmsford that we wanted to see. Before Willner could call us back, Marie and Daniel saw an open house sign on the house and went to look at the inside of the house in Elmsford. They talked to the real estate representative to discuss purchasing the house. Daniel called Willner to see what were the next steps. Wilner was told that the price of the house was \$525,000. Willner suggested that we get an inspection done so we could see if it was worth the amount. A few days later, Willner called Daniel and told him the price of the house was now \$540,000. Daniel asked why it went up without an inspection? Willner called us back a few days later and told us the price was now \$560,000. We couldn't get them to reduce the price. One of the papers in my position does state that the owners would do repairs. After we got a contract from the sellers we wanted to see the inspection report. Instead, the bank got an appraisal and it appraised at \$525,000. Daniel called Willner and told him that the appraisal was \$525,000. Willner said it was not uncommon for a bank to give the client the difference in cash at closing. We did not agree with this and told Willner to change everything. Marie was not comfortable with such a high price, she knew the house needed repairs and suggested that the house be reduced or that the repairs should be done by the homeowners. Willner told Daniel that the owners refused to reduce the sale price and would not do the repair. Willner said Daniel had credit problems and needed to get a co signer. Daniel called a good friend named Innocent Augustin who worked with Daniel and asked if he could use his social security number. Mr. Augustin said yes. Daniel called Willner told him that Daniel had a copy of Augustin's social security card. Willner checked the credit report for Mr. Augustin and said that Mr. Augustin's credit was better than Marie's credit and they would get approved.

Page 2 of 3

Willner called a few days later and said Mr. Augustin's credit was bad and that he needed to pay off a tax lien in the amount of \$6100 to the United States Treasury. The Joseph's paid off Mr. Augustin's lien in the amount of \$6100.14 on April 20, 2006. (see attached) Willner asked that we put down \$28,000 on the house to insure that we get it so we did. Marie gave Willner her passport and Innocent's green card to begin processing the loan. They gave them the green card and passport again at the closing in April. Willner brought some papers to Daniel for Marie and Innocent to sign. After the papers were signed they hand delivered them to Willner at the real estate office (Century 21 located in White Plains NY).

In February 2006 Willner said that nothing was completed and we could not close until April 2006. We asked to have the repairs done before the closing and we asked that the price be reduced. Willner said he would get it done before the closing in April. Willner called Daniel and said that a closing was set for April 20, 2006. We asked if we needed to bring anything for the closing. Willner told Marie that she would need to bring the following checks: \$2000 for the owner's attorney, Mr. Kamensky represented the owners and Daniel and Marie were told that Mr. Kamensky would represent them at the closing. \$9500 to pay Fidelity National Title Company, and \$11,563.04 to pay Terry and Wilma Tolbert (owners). Marie and Innocent signed a lot of papers and asked who were all the people in the room? Marie said she was signing to many papers and no one was explaining what she was signing. She stopped and asked for copies of the papers. They told her that she would get a copy in the mail. As of this date, she has not received a copy of the signed documents. The lawyer gave Marie a check for \$500 to cover expenses.

Marie called day after day for copies of the documents, the title company told Daniel to see the lawyer Mark Kamensky for a copy of the documents and papers transferring taxes to Innocent and Marie. (See attached) First American Title Insurance, Bargain and Sale Deed, with Covenant. Marie took the papers to the tax assessors office before June 2, 2006. I did not get any copies of the signed documents from the attorney.

By the end of May, I put the money in the bank to cover the first mortgage payment in the amount of \$3991.48. But Marie received two statements in the mail for two mortgages, one for \$749.96 (\$78,000) and \$3991.48 (\$410,312.33). The Joseph's are struggling to make one payment each month and now they have two payments each month to Fremont Investments. Daniel called the lawyer to complain, who verified that there was two mortgage payments. Daniel explained that no one told him that we would have to pay an additional \$749.96. Daniel called Willner for an explanation. Willner said he told Daniel everything he needed to know, but he had not told him anything at the closing or at anytime during the process of the loan. Willner told Marie nothing about what she was signing. \$1499.92 was paid on loan number 4159311810 (second mortgage) for June & July. Fremont Investments returned my check and claimed the money was not in my account. I was advised by my bank to put a stop payment on it while they investigated the claim. WebsterBank investigated this claim and sent a letter to Fremont on behalf of Marie claiming the check was never presented to them for cashing. It was just returned without explanation to the Joseph's. Now Fremont wants to start foreclosure proceedings. (see attached)

Page 3 of 3

We would like the mortgage to be reduced to \$350,000 with a full explanation and to be reimbursed for the \$9,500 to Fidelity National and \$11,563.04 to the Tolbert's and reimbursed for the attorney fee of \$2000 or deduct all these fees totaling (\$23,063.04) from the mortgage balance. We would also like the second mortgage that was not disclosed to us deleted that is over \$78,000. We do not know how much we paid in closing fees and who got paid. We would like the closing costs reimbursed. Also reimbursed for late fees and NSF charges that should not exist. They can be reached at 914-909-2953. Or you can contact Veronica Raphael at WRO 914-428-4507 x316.

Marie Joseph

*Marie Chantale Joseph*